



**City of Leominster, Massachusetts  
Office of the Purchasing Agent**

**Request for Proposals**

**For**

**Lease of Space for  
Leominster Center for Excellence  
FY 2017 - 2019**

**Proposals Due: 11:00 A.M., April 12, 2016**

## **TABLE OF CONTENTS**

<b>1. General Requirements</b>	<b>Page 3</b>
<b>2. Technical Proposal Specifications</b>	<b>Page 5</b>
<b>3. Submission Requirements</b>	<b>Page 9</b>
<b>4. Evaluation Criteria</b>	<b>Page 12</b>
<b>5. Selection Process</b>	<b>Page 12</b>
<b>6. Company Information Form</b>	<b>Page 14</b>
<b>7. Non-Collusion Form</b>	<b>Page 15</b>
<b>8. Certificate of Authority</b>	<b>Page 16</b>
<b>9. Addenda Acknowledgement Form</b>	<b>Page 17</b>
<b>10. Price Proposal Instructions</b>	<b>Page 18</b>
<b>11. Price Proposal Form</b>	<b>Page 19</b>

## **REQUEST FOR PROPOSALS**

### **Lease of Space for Leominster Center for Excellence FY 2017-2019**

#### **GENERAL REQUIREMENTS**

Qualified proposers (vendors) are invited to submit a proposal in response to this Request for Proposals (RFP). Before submitting a proposal, each proposer must make a careful study of all specifications and proposal/contract requirements and fully assure themselves as to the quality and quantity of the leased space as required by this RFP.

The successful proposer will be bound by all applicable statutory provisions of laws of the Federal Government, the Commonwealth of Massachusetts and of the City of Leominster.

Proposals that are incomplete, not properly endorsed or signed, or are otherwise contrary to these instructions may be rejected as informal by the Purchasing Agent. Conditional proposals will not be accepted. The City reserves the right to reject any and all proposals, to waive any irregularities, to allow exceptions to the attached specifications and to make an award in a manner deemed in the best interest of the City.

If, at the time of the scheduled RFP due date, Leominster City Hall is closed due to inclement weather or another unforeseeable event, the RFP due date & time will be extended until 2:00 P.M. on the next normal business day. Submissions would be accepted until that date and time.

As provided by Massachusetts General Law, Chapter 64H, section 6(d), purchases made by the City of Leominster are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax; any such taxes must not be included in the quoted price.

The successful proposer will not be permitted to either assign or underlet the contract/lease nor assign either legally or equitably, any monies hereunder, or it's claim thereto, without the prior written consent of the Purchasing Agent of the City.

All submitted technical proposals and associated price proposals must be guaranteed to the City of Leominster for a period of sixty (60) calendar days from the RFP submission date. By or before that date the City of Leominster will make a decision to either issue a contract or reject all proposals that were received. On either the date a contract is issued or the 61<sup>st</sup> day after the submission date, whichever shall occur first, all proposals will become public information.

The successful proposer will be required to indemnify the City for all damage to life and property that may occur due to the Proposer's negligence or that of their employees, subcontractors, etc., in connection with the property/premises to be offered for lease including any work performed or business conducted on or at said property by the Proposer, his agents, subcontractor's, etc., or other tenants other than the City of Leominster, during any part of any negotiations or while a lease agreement may be in effect with the City of Leominster.

The proposal must cover all contingencies, including the meeting of all requirements under the provisions of Massachusetts General Laws, Chapter 30B, and Chapter 7, section 40J, which requires a Disclosure of Beneficial Interests to be filed with the Deputy Commissioner of the Division of Capital Asset Management.

If proposers have any questions concerning the terms and conditions set forth in this Request for Proposals, said questions must be submitted in writing to the Purchasing Agent, no later than five (5) business days prior to the date provided for submission of proposals. No further consideration will be given after the proposal opening.

Proposals may be withdrawn without penalty prior to the time and date specified for the proposal submission deadline. Requests to withdraw a proposal must be made in writing, addressed to the Purchasing Agent.

All RFP proposal requirements, including these General Requirements shall constitute a part of the contract/lease. A copy of the successful proposer's offer/proposal will be incorporated herein and made a part of the contract/lease as well.

#### **Governing Law & Entire Agreement**

This contract and any disputes hereunder will be construed and interpreted in accordance with the laws of Massachusetts. The Vendor agrees that any and all legal proceedings between the parties, regardless of legal theory, will be brought exclusively in a state or federal court in Massachusetts and the Vendor consents to such jurisdiction.

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract will not be modified or amended except by a written document executed by the parties hereto.

Questions regarding the R.F.P. document, submission requirements or evaluation procedures can be directed to Greg Chapdelaine, Purchasing Agent, telephone: 978-534-7507, ext.244., or by e-mail at [gchapdelaine@leominster-ma.gov](mailto:gchapdelaine@leominster-ma.gov)

## REQUEST FOR PROPOSALS

Lease of Space for Leominster Center for Excellence FY 2017 - 2019

### **TECHNICAL PROPOSAL - GENERAL CONDITIONS & REQUIREMENTS**

**Any/all property (the “premises”) offered to the City of Leominster for use to house the Leominster School Department’s “Leominster Center for Excellence”, comes with the following requirements/restrictions that the successful proposer will be bound to as part of the contract for the lease of said premises.**

1. In accordance with the provisions of Massachusetts General Law, Chapter 30B, the Leominster School Department, through the Office of the Purchasing Agent, is seeking to lease premises for a location in which to operate the Leominster Center for Excellence school program. The School Department is seeking to begin the lease on July 1, 2016, and continue on for thirty six (36) months, ending on June 30, 2019. Premises to be leased will be acquired under the provisions of Massachusetts General Laws, Chapter 30B, §16, according to the evaluation criteria listed in this Request for Proposals.
2. As such, the City of Leominster is requesting proposals from interested parties who wish to lease their premises to the City for this said purpose. All premises to be considered must be located within the City of Leominster, Massachusetts.
3. R.F.P. submissions must include the property location by street address, Leominster Assessor’s map and lot number(s) (including Subdivision Lot, if any); owner(s) name(s), address and telephone number; Activity Use Limitations (AULs), if any, or other use limitations and easements of record or otherwise proposed; area in square feet of premises offered, including land, if any. Description of available parking, number of spaces and location of parking in relation to the premises. A plan showing the layout of the premises is requested if available. RFP proposals for only a portion of the premises must state the area in square feet that is being offered.
4. The terms and conditions of the Lease offered must be acceptable to the City of Leominster, including, but not limited to, certification that the premises are in compliance with environmental and hazardous waste laws, that the Proposer is not actively engaged in any activity to cause the discharge or accumulation of hazardous waste, that the premises are not in violation of any applicable zoning, building, or subdivision laws or regulations, and that the Proposer has obtained all applicable approvals, licenses or other permits from any governing City Departments or Boards. Premises/sites offered must be properly zoned to allow for Leominster Center for Excellence to take immediate occupancy.
5. The City may undertake, at its option and own cost, a site investigation for the purpose of complying with Massachusetts General Law, Chapter 21E, and the Lessor(s) will grant a right of entry to the City and its agents to conduct all such necessary tests as may be required in the City’s judgment.

6. The Proposer will grant a right of entry to the City and its agents to conduct all such necessary investigations, inspections and measurements as may be required in the City's judgment, necessary to determine if the offered premises are suitable for the School Department's use.
7. All premises to be leased by the City, must be delivered free of occupants and tenants at the time of Lease signing, unless otherwise approved by both parties.
8. If the premises contains other tenants/rental units, should any of those rental units be vacated during the term of this lease, the City (i.e. School Department) will have final say over any tenant that the property owner may offer a lease to; approval of reasonable tenants will not be withheld. The intent of this clause is protection of any students (i.e. children) attending this School program. For student safety, no potential tenant who may pose a threat to child safety can be allowed to share the same premises. The property owner will submit, in writing, the business name, business owner(s) names and description of business operations of any potential tenant(s) to the Leominster School Department before executing any lease with said tenant(s). The Leominster School Department will respond, in writing, with their approval/disapproval of any such tenant(s). In the case of any disapproval, the Leominster School Department will provide, in writing, their valid reasoning as to why any such potential tenant merits disapproval.
9. The "Proposer" may be any individual or group of owners who wish to combine their properties, or any parts thereof, for the purpose of offering said premises for lease to the City of Leominster in response to this R.F.P.
10. Termination of Lease: In the event that the Leominster Center for Excellence program is discontinued by the School Department, the City will have the right to terminate this lease, without penalty, upon sixty (60) days' written notice to the property owner or property owner's agent.
11. The performance and payment obligations of the City for years 2 and 3 of the lease will be subject to appropriation or availability of funds. If the City of Leominster/Leominster School Department should not, for any reason, at any time, appropriate or otherwise make available, funds to support continuation of performance in any fiscal year succeeding the first year, the Purchasing Agent will cancel any contract pursuant to this R.F.P. without penalty upon sixty (60) days' written notice to the property owner or property owner's agent.
12. Lease payments will be made the first week of the month for each month's use of the premises.
13. Amendments to the lease, if any, must be in writing, signed by both the City of Leominster Purchasing Agent and the property owner (or owner's agent). Amendments must be agreeable to both parties.
14. There will be no activities allowed at the premises, or language included in the lease, that would constitute a violation of the conflict of interest law (M.G.L. Chapter 268A).

15. The lease will constitute the entire agreement between the City of Leominster and the property owner; there will be no agreements other than those incorporated into the lease.

#### **DESCRIPTION / ATTRIBUTES OF PREMISES BEING SOUGHT**

1. Premises offered must be available for immediate use. Any build-out/fit-ups that may be necessary to accommodate the School Department's needs should be minimal, and able to be completed by August 20, 2016, and without interruption to the School's operation. Ideally the School Department would like a space that allows for flexibility in room sizes/layout.
2. Premises must offer accessibility to the population of intended School Department employees and attending students.
3. The Premises must be located within the physical boundaries of the City of Leominster, Massachusetts. All sites/locations offered will be considered. Proximity to public transportation routes is highly desired.
4. The premises must be accessible and useable by the Leominster School Department 24 hours a day, 7 days per week, 365 days per year.
5. Functionality of building components will be reviewed, such as handicap/ADA accessible entry, handicap/ADA accessible restrooms (or the ability to easily & quickly install such), whether it is a single story site, adequate, up-to-date heating & air conditioning capabilities, including temperature control abilities, adequate electrical service and lighting levels for school use, etc.
6. The premises should have a security/alarm system on all entry/exit points.
7. The premises must be equipped with a code compliant fire sprinkler system and proper number of fire extinguishers.
8. Ability to accommodate an internet connection for a computer network; must have adequate data, phone & cable outlets installed throughout the premises.
9. What the security level of the premises is, location of other businesses within the proximity of the offered site that are open during daytime, evening and weekend hours, is exterior lighting sufficient for safety and security purposes, etc.
10. Availability of suitable parking, is the parking surface in good condition, safe/secure for patrons to use, is it adjacent or close to the leased premises, requiring a minimum of at least twenty (25) spaces.
11. Overall size of facility needed would ideally be approximately in the range of 5,000 to 10,000 square feet. However, the City will consider all sites offered, and interested proposers are strongly encouraged to submit a proposal.

12. The premises must have a breakroom with a functional kitchen/kitchenette, with countertop space, and cabinets and/or shelves for storage of typical food items.
13. Monthly lease cost is to include all taxes, insurance, water/sewer charges, janitorial services, common area maintenance & repair, and snow removal.
14. Weekly trash removal with assigned dumpster (or totes) must be included in the monthly lease price.
15. Accessibility to public transportation, within walking distance of a Montachusett Area Regional Transit (MART) bus stop is highly desired.

## REQUEST FOR PROPOSALS

### Lease of Space for Leominster Center for Excellence FY 2017 - 2019

#### **SUBMISSION REQUIREMENTS**

Proposers must be able to comply with all of the RFP specifications in order for your proposal to be accepted. Please read all of the RFP specifications and follow all instructions in preparing your RFP response. Failure to respond properly may result in the REJECTION of your proposal.

Sealed proposals for the hiring of [Lease of Space for Leominster Center for Excellence FY 2017 - 2019](#) will be received in the Office of the Purchasing Agent, City Hall, 25 West Street, Leominster, MA 01453, until the deadline for submission stated below, at which time all proposals received will be recorded in the presence of such proposers as desire to be in attendance. No proposals will be accepted after the time and date specified.

Proposers must submit **one (1) original and four (4) exact copies** of the Technical Proposal with all required information included and **one (1) copy** of the Price Proposal. The Technical Proposal and Price Proposal must be submitted in **separate, sealed envelopes** bearing on the outside the name and address of the Proposer, addressed to the Purchasing Agent of the City of Leominster. The Technical Proposal must be properly filled out, signed, sealed and endorsed, and must NOT include any pricing information. Telephone responses and faxed replies will not be accepted. No responsibility will be attached to any person or persons for the premature openings of proposals not properly marked.

#### **The Technical Proposal envelope must be labeled:**

**["Lease of Space for Leominster Center for Excellence FY 2017-2019 – Technical Proposal"](#)**

#### **The Price Proposal envelope must be labeled:**

**["Lease of Space for Leominster Center for Excellence FY 2017-2019 – Price Proposal"](#)**

Complete proposal packages must be received by:

**11:00 A.M. April 12, 2016**

In the Office of the Purchasing Agent  
Attn: Mr. Greg Chapdelaine, Purchasing Agent  
City Hall  
25 West Street  
Leominster, MA 01453

#### **Each firm desirous of consideration will submit the following**

1. All Technical & Price Proposals must be signed by the Proposer or a representative of the Proposer authorized to act on behalf of the Proposer.
2. The Company Information form, Non-Collusion form, Certificate of Authority form and Addenda Acknowledgement form must be included with your Technical Proposal submission.

3. All Price Proposals must state firm pricing for all months listed on the form.
4. All information as required/requested under the General Conditions & Requirements.
5. Identify the property owner(s) name and address. Identify the property owner's agent if any.
6. Street address of premises offered, square footage, as well as any other identifying information or unique premises attributes.
7. Identify how many rental units are contained in the premises, whether all said units are occupied, and the name of all said tenants.
8. Proposers must submit a copy of the lease agreement that they would require the City to enter into for the lease of the offered premises. The City reserves the right to make changes and/or alter the lease agreement, all such changes to be agreeable to the property owner.
9. All other information as necessary to comply with the requirements of this Request for Proposals as well as any other information that the Proposer believes would be beneficial to the City in considering your proposal. It is understood that upon written request from the City Purchasing Agent, a proposer may be required to submit further information to aid the City in reviewing the offered premises.

## **COMPARATIVE SELECTION CRITERIA**

Each of the following questions pertains to requirements listed in this R.F.P. These questions will be used by the Selection Committee in reviewing all Technical Proposals submitted. Each question will receive one rating of either: Highly Advantageous, Advantageous, Not Advantageous or Unacceptable. The rating each question receives will be used to compile a composite rating for each proposal, to be used in the Selection Process segment of this R.F.P. **If any question receives a rating of “Unacceptable” that proposal will be REJECTED.** These questions are listed herein for demonstration purposes only; do not provide answers for these questions.

### **QUESTION #1**

The offered premises overall suitability to the needs of the Center for Excellence program:

**Highly Advantageous:** Offered Premises provides/meets all of the program’s needs.

**Advantageous:** Offered Premises provides/meets most of the program’s needs.

**Not Advantageous:** Offered Premises provides/meets only some of the program’s needs.

**Unacceptable:** Offered Premises does not provide for or meet many of the basic program needs.

### **QUESTION #2**

Location of the offered premises:

**Highly Advantageous:** The premises are centrally located in downtown Leominster, near public transportation routes.

**Advantageous:** The Premises are centrally located near the center of Leominster, near public transportation routes.

**Not Advantageous:** The Premises are located within Leominster, but not near the center, and/or not near public transportation routes.

**Unacceptable:** The Premises are not located within the City of Leominster.

### **QUESTION #3**

Availability of the offered premises for immediate occupancy:

**Highly Advantageous:** The premises are available for immediate occupancy in their present condition.

**Advantageous:** The Premises require minimal build-out before/during occupancy, build-out timetable less than thirty (30) days for full completion.

**Not Advantageous:** The Premises require moderate/major build-out to allow for occupancy, build-out timetable more than thirty (30) days for full completion.

## **EVALUATION CRITERIA**

The City of Leominster will evaluate all proposals that offer a space/premises that provides for all of the Center for Excellence program's needs, to determine the most advantageous proposal from a responsible and responsive proposer taking into consideration price and the criteria and requirements set forth in this Request for Proposals.

In evaluating proposals, the City will consider, but not be limited to, the following evaluation criteria:

1. The lease price the premises is being offered at.
2. Functionality/adaptability of the offered premises to meet the Center for Excellence program needs.
3. The location of the premises and square footage offered. Proximity to the Downtown area and public transportation access will be given a preference, but are not the sole determining factors in the selection.
4. Suitability of other tenants within the premises, tenants neighboring the premises, and the location of the premises in regard to student safety.
5. Are the premises available for immediate occupancy by the School Department, or will some build-out/fit-out be required? If so, how long would build-out take?

## **SELECTION PROCESS**

The City will evaluate all proposals based upon the above criteria and will select the proposal deemed to be in the best interest of the City. The City will not necessarily select the proposal that offers the lowest lease price if other criteria set forth are deemed to be more advantageous to the City than the price.

One contract/lease will be entered into with the one responsive and responsible Proposer who the Selection Committee determines offers the most advantageous proposal, taking into consideration all premises and lease requirements and comparative selection criteria set forth in the R.F.P., as well as price. Emphasis in selecting a proposal will be placed on the offered premises suitability to meeting the needs of the School Department's Center for Excellence program.

If the City of Leominster determines that none of the proposals received offers acceptable premises or an acceptable lease, or none are from a qualified proposer, in regard to the Leominster Center for Excellence program's needs, and all other evaluation criteria as listed above, then all proposals will be rejected; this Request for Proposals will be cancelled and no lease will be entered into.

In the evaluation of any or all proposals, the City, at its discretion, may obtain technical support from outside sources. The proposer's will agree to fully cooperate with the personnel of such outside sources in the evaluation of their proposal. Failure to agree/cooperate may result in the **REJECTION** of your proposal.

The City of Leominster reserves the right to reject any or all proposals if it shall be deemed in the best interest of the City to do so.

The issuance of this Request for Proposals does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for any services.

#### **CERTIFICATION REGARDING DEBARMENT**

By execution of the R.F.P./contract/lease documents, the Vendor and all of its principals and owners (and owner's agents) certifies under penalties of law that they are not presently debarred, suspended or otherwise ineligible for the award of any contract by any governmental body (i.e. city, town, govt. agency) within and including the Commonwealth of Massachusetts and the Federal Government; and that all subcontractors used in the performance of this contract meet these same qualifications.

## TO BE RETURNED WITH TECHNICAL PROPOSAL

**PROPOSAL** To the City of Leominster, herein called the Owner, acting through its Purchasing Agent, for the purchase of [Lease of Space for Leominster Center for Excellence FY 2017 - 2019](#)

Proposer's attention is called to Chapter 268A of the Massachusetts General Laws. In connection with this statute, proposer's are required to submit the following information and any other information deemed necessary by the proposer. All of the following information regarding the Proposer must be completed:

Please indicate business type by placing an X next to the appropriate category:

Corporation ☐

Partnership ☐

Proprietorship ☐

If a Corporation

Full Legal Name \_\_\_\_\_

State of Incorporation \_\_\_\_\_

If a Partnership

Full Legal Name \_\_\_\_\_

If a Proprietorship/Individual

Name of Owner/Individual or d/b/a \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

Place of Business in Massachusetts \_\_\_\_\_

Business Mailing Address \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Ext. \_\_\_\_\_

Qualified to do business in Massachusetts ☐ YES ☐ NO

Give full names and titles of all the persons and parties interested in the foregoing proposals. (Note: give first and last names in full; in cases of corporations, give names of President, Treasurer and Manager; and in cases of partnerships give names of the individual partners.)

Name

Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

A foreign corporation is required to submit its' certification of corporation from the Massachusetts State Secretary's Office, as required by chapter 181 of the Massachusetts General Laws.

## TO BE RETURNED WITH TECHNICAL PROPOSAL

### Proposal – Lease of Space for Leominster Center for Excellence FY 2017 - 2019

If this proposal shall be accepted by the Owner, and the undersigned shall fail to contract as aforesaid within ten (10) days (not including Saturday's Sunday's or Legal Holiday's) from the Owner to him, according to the address given herewith, that the contract is ready for signature, The Owner may by option determine that the Proposer has abandoned the contract and thereupon the proposal (if required) shall become the property of the Owner as liquidated damages.

Pursuant to M.G.L. Chapter 62C, section 49A, I/we certify under the penalties of perjury that to the best of my/our knowledge and belief, I/we have filed all state tax returns and paid all state taxes required under law.

The undersigned certifies under penalties of perjury that this proposal is made in good faith and is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned certifies that no official or employee of the City of Leominster, Massachusetts is pecuniarily interested in this proposal or in the contract that the Proposer offers to execute or in profits expected to arise therefrom.

The undersigned as Proposer declares that the only parties interested in this proposal as principals are named herein; that the Proposer has carefully examined the specifications therein referred to; and they propose and agree that if this proposal is accepted they will contract with the Owner in accordance with the specifications, to provide all necessary work to be done and also furnish all the materials specified in the manner and time prescribed and according to the requirements as set forth; and that they will take in full payment the sum(s) as offered in this proposal.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Type Name of Person Signing Bid

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

**TO BE RETURNED WITH TECHNICAL PROPOSAL**

**CERTIFICATE OF AUTHORITY**

At a duly authorized meeting of the Board of Directors of the

\_\_\_\_\_ held on \_\_\_\_\_  
(Name of Corporation) (Date)

it was VOTED that:

\_\_\_\_\_  
(Name) (Officer)

of this company, be and he/she hereby is authorized to execute contracts and bonds in the name, and on behalf of, said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such

\_\_\_\_\_ under seal of the Company, shall  
(Officer)

be valid and binding upon this company.

A True Copy,

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

PLACE OF BUSINESS: \_\_\_\_\_

DATE OF THIS CONTRACT: \_\_\_\_\_

I hereby certify that I am the \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Corporation)

\_\_\_\_\_ and that \_\_\_\_\_  
(Officer/Name)

is duly elected \_\_\_\_\_ of said company; and the above vote has not  
(Position/Title)

been amended or rescinded and remains in full force and effect as of the date of this contract.

CORPORATE SEAL:

\_\_\_\_\_  
Clerk's Signature

\_\_\_\_\_  
Clerk's Printed Name

TO BE RETURNED WITH TECHNICAL PROPOSAL  
CITY OF LEOMINSTER, MASSACHUSETTS  
OFFICE OF THE PURCHASING AGENT

REQUEST FOR PROPOSALS FOR:

LEASE OF SPACE FOR LEOMINSTER CENTER FOR EXCELLENCE FY 2017 - 2019

**Addenda Acknowledgement**

PROPOSAL SUBMISSION DATE: 11:00 A.M. April 12, 2016

The proposer acknowledges receipt of the following addenda:

Addenda # \_\_\_\_\_

Addenda # \_\_\_\_\_

Addenda # \_\_\_\_\_

Addenda # \_\_\_\_\_

**-- OR --**

None: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Company Name (Please Type)

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
(Date)

## **PRICE PROPOSAL INSTRUCTIONS**

### **PROPOSAL PRICING**

Proposers must submit pricing to cover all of the lease items required in this RFP.

Proposal pricing (i.e. monthly lease prices) must include the cost of the monthly lease, all applicable taxes, insurance, water & sewer charges, janitorial services, common area maintenance charges, all snow plowing, snow removal, sanding and salting costs, and weekly trash removal & dumpster usage costs.

All other costs not specified above will be paid directly by the Leominster School Department.

Build-out costs, if any, are not to be included in the proposal pricing. Build-out costs will be negotiated between the City and the Lessor. Selected finalists will be required to submit a build-out cost proposal to the Leominster School Department as part of the R.F.P. review process. Costs of any required leased space build-out will be taken into consideration in making the final selection.

Build-out costs, if any, will be invoiced separately to the Leominster School Department, when and if any build-out of leased space is required.

Proposers must submit pricing for all required items listed on the Price Proposal Form. Do Not leave any item blank.

The City reserves the right to negotiate any lease price(s) submitted by any perspective proposer.

### **PRICE ESCALATION CLAUSE**

Prices offered by the proposer must be firm and not subject to increase during the term of the contract. Price escalation clauses over and above the total submitted proposal price(s) are not allowed. Only the total proposal price(s) will be accepted. Proposers can not insert/include a statement indicating their price(s) will increase during the life of this contract above or beyond their submitted proposal price(s) due to third party actions or unnamed contingencies. Inclusion of an escalation clause of any kind will result in the rejection of your proposal.

**TO BE RETURNED AS THE PRICE PROPOSAL**

**PRICE PROPOSAL FORM**

**OFFICE OF THE PURCHASING AGENT  
CITY OF LEOMINSTER, MASSACHUSETTS**

**LEASE OF SPACE FOR LEOMINSTER CENTER FOR EXCELLENCE FY 2017 - 2019**

This Price Proposal must be submitted in a separate sealed envelope. Please refer to the section titled "Submission Requirements", in the technical portion of this document for full instructions.

(Please type/print all amounts)

Please provide Street Address of Premises offered as stated in your Technical Proposal submission:

\_\_\_\_\_

The Proposer must list the prices they will accept for the monthly lease:

**Monthly Lease Price for Months 1 thru 12 (July 1, 2016 – June 30, 2017): \$** \_\_\_\_\_

**Monthly Lease Price for Months 13 thru 24 (July 1, 2017 – June 30, 2018): \$** \_\_\_\_\_

**Monthly Lease Price for Months 25 thru 36 (July 1, 2018 – June 30, 2019): \$** \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Company Name (Please Type)

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
(Date)